

**Section III Description of Transportation Program** (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

The Jefferson City Transit System (JEFFTRAN) owns eight regular fixed route coaches and eleven tripper route buses for the general public transportation within the city limits. The City also owns four small buses to transport individuals with disabilities. During the winter and fall peak hours, a total of eighteen buses are operated, including three "Handi-Wheels" buses which provide dial-a-ride paratransit service curb-to-curb.

**SECTION IV. Transportation Operating Expenses, Funding Sources**

**Funding Sources**

| Name of Funding Sources for Transportation | 1.<br>Local<br>Funding | 2.<br>State General<br>Revenue | 3.<br>Total        |
|--|------------------------|--------------------------------|--------------------|
| Local contract Senate Bill 40              | \$ 32,000.             | \$ _____                       | \$ 32,000          |
| Changes for Service                        | \$ 184,770.            | \$ _____                       | \$ 184,770.        |
| State Grant MoDOT                          | \$ _____               | \$ 55,983.                     | \$ 55,983.         |
| Transfer from General Fund-City            | \$ 423,314.            | \$ _____                       | \$ 423,314.        |
| <b>* Total</b>                             | <b>\$ 640,084.</b>     | <b>\$ 55,983.</b>              | <b>\$ 696,067.</b> |

A. Total revenue used for all transportation (Total #3.) \$ 696,067.

B. Estimated operating cost of Medicaid transportation (Section II. C. 7.) \$ 48,546.

C. Total revenue certified to be used for medical transportation for Medicaid eligible individuals (Cannot exceed A.) \$ 48,546.

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.

  
 AUTHORIZED SIGNATURE

March 13, 1997  
 DATE

City Administrator  
 TITLE

City of Jefferson  
 AGENCY

TN. 97-03

Reinstated  
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**ESTIMATED ADMINISTRATIVE OPERATING BUDGET**  
**FISCAL YEAR JULY 1, 1996 THROUGH JUNE 30, 1997**

Attachment 416-182

**A. Administrative Expenses:**

|  |           |        |
|--|-----------|--------|
| Project Manager's Salary                           | \$ 36,634 | 12,211 |
| Fringes  | 11,962    | 3,477  |
| Secretary/Bookkeeper                               | 3,429     | 1,132  |
| Fringes  | 994       | 331    |
| Office Supplies                                    | 1,317     | 435    |
| Building Utilities (lights, heat, water) Telephone | 7,193     | 2,137  |
| Telephone  | --        | --     |
| Insurance  | 16,568    | 5,467  |
| Bonding  | --        | --     |
| Promotion / Advertising                            | 5,362     | 1,769  |
| Travel (Mileage)                                   | --        | --     |
| Miscellaneous Expenses                             | 23,006    | 7,039* |
| Advertising (notices in newspapers)                | --        | --     |

Total Administrative Expenses \$ 106,465 34,285

**B. Operating Expenses:**

|  |            |         |
|--|------------|---------|
| Driver Salaries / Dispatcher               | \$ 377,529 | 113,254 |
| Fringe Benefits                            | 139,822    | 32,845  |
| Dispatcher                                 | --         | --      |
| Maintenance (Labor and Parts) Tire & Tubes | 193,146    | 48,287  |
| Fuel and Oil                               | 80,502     | 20,124  |
| Tires and Tubes                            | --         | --      |
| Misc. Materials and Supplies               | 2,012      | 503     |

Total Operating Expenses \$ 793,011 215,020

C. Total Administrative & Operating Expenses \$ 899,476 249,305

D. Estimated Operating Cost (Medicaid)\* \$ 48,546

\* trash collection  
 dues + publications  
 audit, copies  
 mrgs & conferences  
 isf aid supplies  
 postage

Prepared by Thomas Hood Date 03/13/1997

Title Director Division of Transportation

- Estimated Operating Cost (Medicaid) is that part of the Total Administrative & Operating expense to be used for Medical transportation for Missouri Medicaid eligible individuals (Appendix A, Section II, C.7).

This budget page may be modified for your specific needs. Please note any modification with a check mark to the left of your line item.

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Invoice # \_\_\_\_\_

## INVOICE FOR MEDICAID ADMINISTRATION OF TRANSPORTATION

NAME OF GOVERNMENTAL ENTITY \_\_\_\_\_

INVOICE FOR PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_, FY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

REMIT MEDICAID REIMBURSEMENT TO:

- A. How many Medicaid eligible individuals were transported TO Medicaid covered services during this period? \_\_\_\_\_
- B. What was the total number of trips provided for the Medicaid eligible individuals reported in letter A? \_\_\_\_\_
- C. What was the cost of providing transportation for the Medicaid eligible individuals reported in letter A? \_\_\_\_\_

## REIMBURSEMENT OF MEDICALLY NECESSARY TRANSPORTATION SERVICES

|                   |   |     |   |                                |
|-------------------|---|-----|---|--------------------------------|
| _____             | X | 50% | = | _____                          |
| (cost [letter C]) | X | 50% | = | (Total Medicaid Reimbursement) |

## CERTIFICATION OF REVENUE AND COSTS

The \_\_\_\_\_ (Government Entity) certifies that it has expended state and local general funds in an amount sufficient to provide the non-federal share of the expenditures being claimed for federal financial participation. The government entity certifies that the costs for which reimbursement is being requested are not being claimed, or used to support requests from any other grant program. The government entity also certifies that the costs for which reimbursement is being requested are a record of actual costs and were incurred in the performance of the contract.

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

REIMBURSEMENT WILL NOT BE MADE WITHOUT RECEIPT OF COMPLETED FORM.

SEND INVOICE TO:

CASH CONTROL UNIT  
DIVISION OF MEDICAL SERVICES  
P.O. BOX 6500  
JEFFERSON CITY, MO 65102-6500

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**MISSOURI DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF MEDICAL SERVICES TITLE XIX TRANSPORTATION  
OPERATING ASSISTANCE AGREEMENT**

**I  
STATEMENT OF PURPOSE**

This Agreement is entered into by the Department of Social Service, Division of Medical Services (DSS/DMS) and City Utilities of Springfield for the administration of scheduled transportation services for Missouri Medicaid eligible individuals served by City Utilities of Springfield to obtain nonemergent but medically necessary, Missouri Medicaid covered services. DSS/DMS and City Utilities of Springfield will make every effort to:

1. Provide the most efficient and cost effective non-emergency medical transportation (NEMT) services available to Medicaid eligible individuals served by City Utilities of Springfield.
2. Assure scheduled transportation services for individuals eligible to receive Medicaid on the day services are provided, who have no other transportation resources, to and/or from covered scheduled Missouri Medicaid medical services in the most appropriate, least costly manner.

**II  
RESPECTIVE RESPONSIBILITIES**

DSS/DMS agrees to:

1. Reimburse City Utilities of Springfield the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by City Utilities of Springfield. Reimbursement is based upon the estimated operating cost of City Utilities of Springfield as determined from City Utilities of Springfield's estimated annual operating budget (Appendix B). The rate of reimbursement for the eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%). The estimated operating cost will be reviewed in March of each year and the estimated cost per unit may be adjusted in March of each year.
2. Provide City Utilities of Springfield access to the information necessary to properly provide and seek reimbursement for administration of medically necessary transportation.
3. Review administrative payments made to City Utilities of Springfield to ensure that NEMT services are provided in the most efficient and cost effective manner and that payments do not duplicate other Medicaid NEMT payments.

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4. Provide written instructions, technical assistance, and necessary consultation to staff of City Utilities of Springfield regarding the responsibilities assumed within the terms of this agreement.

City Utilities of Springfield agrees to:

1. Provide professional, technical and clerical staff to conduct administrative functions necessary for the proper and efficient administration of medically necessary transportation;
2. Identify Medicaid eligible individuals who need access to non-emergency medical transportation for scheduled medically necessary, Medicaid covered services.

To be eligible for Medicaid coverage of NEMT services, individuals must be Medicaid eligible under a federally matched eligibility category. Individuals eligible under State Only Eligibility Categories: 02, 08, 09, 52, 57, 59, 64, 65 or eligible as Qualified Medicare Beneficiary (QMB) only (eligibility category 55) are not eligible for the Medicaid NEMT program.

3. Arrange and provide the most cost-effective, non-emergency medical transportation service appropriate for the needs of Medicaid eligible individuals served by City Utilities of Springfield.
4. Maintain the confidentiality of client records and eligibility information received from DSS/DMS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement. City Utilities of Springfield shall not disclose to third parties confidential factual matter provided by DSS/DMS except as may be required by statute, ordinance, or order of the Court, or as authorized by DSS/DMS. City Utilities of Springfield shall notify DSS/DMS immediately of any request of such information.
5. Submit its estimated operating cost annually as part of its Estimated Operating Budget (Appendix B). An estimated cost per unit is determined by dividing the Total Administrative and Operating Expense by the estimated total transportation units (mile, trips, etc.). City Utilities of Springfield will submit unit cost for each level/mode of transportation it will provide for eligible Missouri Medicaid recipients.
6. Certify to DSS/DMS the provisions of the non-federal share for transportation services via completion of DSS/DMS "Certification of General Revenue". City Utilities of Springfield will be required to include this in its Application for Funds from DSS/DMS Title XIX Transportation Operating Assistance Program and Certification of General Revenue (Appendix A) and on each Invoice for Medicaid Administration of Transportation (Appendix C).

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7. Provide, as requested by the state Medicaid agency, the information necessary to request federal funds available under the State Medicaid match rate. Information will include at least: Patient/client name; Medicaid departmental client number (DCN); Date of Service; Name of Medicaid provider; Name of Medicaid NEMT provider and Actual cost of service;

Submit administrative claims via electronic claims, Invoice for Medicaid Administration of Transportation form or Administrative Claim (Appendix C) monthly. Claims submitted to DSS/DMS must include a certification that costs have been incurred in the performance of the contract and a record of actual costs. These claims will be certified by the signature of the authorized agent of City Utilities of Springfield

City Utilities of Springfield shall provide DSS/DMS with copies of all Medicaid trip verification forms, that list each billable trip, with each monthly administrative claim or invoice.

8. Submit in March of each year a financial status report which includes the actual net operating cost and actual cost per unit for the current fiscal year's activity. The allowed cost per unit may be adjusted if the variance between the estimated cost per unit and the actual cost per unit is greater than five percent.
9. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/DMS by City Utilities of Springfield
10. Maintain all necessary documentation for a minimum of five (5) years that supports the administrative claims, actual operating budget and actual cost per unit, and provide the Health Care Financial Administration (HCFA) any necessary data for auditing purposes.
11. Consult with DSS/DMS on issues arising out of this agreement recognizing the authority of the single state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
12. Meet with DSS/DMS on a regular basis, at least annually, to exchange information regarding policy and procedure relating to the efficient administration of medically necessary transportation.
13. Allow DSS/DMS and HCFA, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/DMS or HCFA deems necessary, all of City Utilities of Springfield's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit

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under the guidelines of OMB Circular A-128 "Audits of State and Local Governments," or OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," and examine and make excerpts or transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which City Utilities of Springfield retains ownership or possession of such property.

14. Maintain in amount and form satisfactory to DSS/DMS such insurance as will be adequate to protect City Utilities of Springfield in case of accident. If permitted by law, City Utilities of Springfield may maintain a self-insurance program in lieu of purchasing insurance coverage. City Utilities of Springfield shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.
15. Hold harmless and indemnify DSS/DMS, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by City Utilities of Springfield, its employees or subcontractors.
16. Nondiscrimination assurance: With regard to work under this agreement, City Utilities of Springfield agrees as follows:
  - A. Civil Rights Statutes: City Utilities of Springfield shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if City Utilities of Springfield is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.
  - B. Nondiscrimination: City Utilities of Springfield shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. City Utilities of Springfield shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
  - C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of City Utilities of Springfield. In all solicitations either by competitive bidding or negotiation made by City Utilities of Springfield for work

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to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by City Utilities of Springfield of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: City Utilities of Springfield shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.

17. City Utilities of Springfield agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

### III

#### TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin July 1, 1997. This agreement may be terminated upon any of the following conditions:
  - A. If, by any cause, City Utilities of Springfield shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if City Utilities of Springfield shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to City Utilities of Springfield describing such default or violation.
  - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to City Utilities of Springfield at least five (5) days prior to the effective date of termination.
  - C. City Utilities of Springfield may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to City Utilities of Springfield for the purpose of meeting City Utilities of Springfield's obligation hereunder. City Utilities of Springfield will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
  - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least

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forty-five (45) days in advance of such termination date.

2. If City Utilities of Springfield fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
  - A. Withholding of payments to transportation agency under the Agreement until City Utilities of Springfield complies;
  - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.
3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of City Utilities of Springfield and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. City Utilities of Springfield, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. City Utilities of Springfield shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. City Utilities of Springfield shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. City Utilities of Springfield shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.

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8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount City Utilities of Springfield has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.



Gary J. Stangler, Director  
Department of Social Services

6-27-97

Date



Authorized Signer - General Manager  
City Utilities of Springfield

June 9, 1997

Date

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